

# TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	License Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Hilos y Marcas, S.A. de C.V.		12/09/2004	CORPORATION: MEXICO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Omega Distribuidora de Hilos, S.A. de C.V.		
<b>Street Address:</b>	Callejon San Antonio Abad No. 23 and 25		
<b>Internal Address:</b>	Col. Transisto, C.P.		
<b>City:</b>	Mexico, D.F.		
<b>State/Country:</b>	MEXICO		
<b>Postal Code:</b>	06820		
<b>Entity Type:</b>	CORPORATION: MEXICO		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1310111	DIAMANTE	
Registration Number:	1385256	OMEGA	
Registration Number:	1025758	TAMM	
Registration Number:	1354137	ESTILO	
Registration Number:	1384349	CHIC	
Registration Number:	1394913	T TAMM	
Registration Number:	1472336	CAN CUN	
Registration Number:	1479674	SUAVI TAMM	
Registration Number:	1623732	TRENZI	
Registration Number:	2788541	EMILY'S	
Registration Number:	2690351	PERLA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)659-9344		

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**TRADEMARK**  
**REEL: 003029 FRAME: 0286**

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 2026599076  
Email: dabrams@roylance.com  
Correspondent Name: Roylance, Abrams, Berdo & Goodman, LLP  
Address Line 1: 1300 19th Street, Suite 600  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

**DOMESTIC REPRESENTATIVE**

Name: Roylance, Abrams, Berdo & Goodman LLP  
Address Line 1: 1300 19th Street, N.W.  
Address Line 2: Suite 600  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

NAME OF SUBMITTER:	David S. Abrams
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Signature:	//David S. Abrams//
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Date:	02/15/2005
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Total Attachments: 4  
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LICENSE AGREEMENT ON THE TRADEMARKS LISTED IN ENCLOSURE "A", ATTACHED HERETO, HEREINAFTER "THE TRADEMARKS", ENTERED INTO BY AND BETWEEN HILOS Y MARCAS, S.A. DE C.V. DOMICILED AT Callejón San Antonio Abad No.23, Col. Tránsito, C.P.06820, México, D.F., MEXICO, REPRESENTED BY Mr. Jaime Sampietro Claraco, AS ITS Legal Representative, HEREINAFTER "LICENSOR" AND ON THE OTHER OMEGA DISTRIBUIDORA DE HILOS, S.A. DE C.V., DOMICILED IN Callejón San Antonio Abad No.23 and 25, Col. Tránsito, C.P.06820, México, D.F., MEXICO, REPRESENTED HEREBY BY Mrs. Marina Sampietro Claraco, AS ITS Legal Representative, HEREINAFTER "LICENSEE", PURSUANT TO THE FOLLOWING DECLARATIONS AND CLAIMS:

### DECLARATIONS

#### LICENSOR DECLARES:

- I. To be a Mexican Corporation.
- II. To be the legitimate owner of registered THE TRADEMARKS, same which are in full legal force.
- III. To authorize the LICENSEE the use of THE TRADEMARKS.

#### LICENSEE DECLARES:

- I. To be a Mexican Corporation
- II. To fully recognize LICENSOR as the sole legitimate owner of THE TRADEMARKS.
- III. To agree to obtain from LICENSOR an authorization to use THE TRADEMARKS.

### CLAIMS

FIRST.- Under this Agreement, LICENSOR authorizes LICENSEE the exclusive use of THE TRADEMARKS.

SECOND.- The duration of this Agreement, and consequently the authorization to use THE TRADEMARKS granted to LICENSEE, will be for twenty years, which may be renewed for equal periods of time, to be counted from the date this Agreement is executed.

Once this first period of time elapses, this Agreement will be considered as automatically renewed, if and when the parties do not agree in writing, to terminate same.

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THIRD.- The use to be made by LICENSEE of THE TRADEMARKS, will be within the United States of America, and may only use them to cover the products for which THE TRADEMARKS were registered.

FOURTH.- LICENSEE shall have the right to use THE TRADEMARKS in the terms and conditions established by this Agreement, but may not sub-license whether in partial or total form the use of THE TRADEMARKS, and the rights obtained by LICENSEE upon the execution of this Agreement are non-transferable.

FIFTH.- LICENSOR assumes responsibility, as of today, for any infraction to the rights of any third parties in which LICENSEE may incur for the use of THE TRADEMARKS, binding itself to maintain in force THE TRADEMARKS.

SIXTH.- LICENSOR, through representatives duly appointed with LICENSEE, will have the right, at any time, to inspect the installations of LICENSEE, in order to verify that the use of THE TRADEMARKS made by LICENSEE, be in accordance with the dispositions established and in compliance hereof.

SEVENTH.- LICENSEE binds itself to inform in writing, as soon as it knows of infractions being made by any third parties on THE TRADEMARKS, as well as to render any documentation or information that the LICENSOR may require in connection with the use of THE TRADEMARKS made by LICENSEE, so that LICENSOR may proceed to take any legal actions, in order to stop any misuse of THE TRADEMARKS, by any third parties.

Notwithstanding the foregoing, LICENSEE in its capacity as authorized user of THE TRADEMARKS, may likewise take any type of legal action against third parties making unauthorized use of THE TRADEMARKS, or of the use of any logos confusingly similar with THE TRADEMARKS.

EIGHTH.- LICENSEE will be responsible and is bound to the payment of costs and damages caused to LICENSOR, due to the misuse of THE TRADEMARKS and consequently, for those acts to be attributed to LICENSEE and contrary to what is hereby established, same which may cause damages and costs to LICENSOR.

NINTH.- LICENSOR may terminate this Agreement before the date agreed upon, by giving notice in writing, fifteen days ahead of the date of termination, which notice is to be signed for acknowledgement of receipt by the notified party, or with the name, date and signature of the person receiving the document.

TENTH.- In case of non-compliance with the obligations established in the Agreement, the affected party may terminate same by giving notice in writing, fifteen days ahead of the date of termination, the infracting party being subject to the payment of expenses and costs incurred.

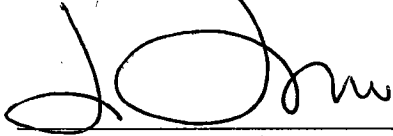
TENTH.- Once the term of this Agreement is terminated, LICENSEE binds itself not to use THE TRADEMARKS, and not to contest the validity of THE TRADEMARKS to LICENSOR.

ELEVENTH.- Both parties agree to appoint David S. Abrams, and the firm of ROYLANCE, ABRAMS, BERDO & GOODMAN, L.L.P. whose postal address is 1300 19<sup>o</sup> Street, N.W. Suite 600, Washington, D.C 20036, so that they, jointly or separately, apply for the recordal of this Agreement before the corresponding authorities and to receive the corresponding documents.

TWELFTH.- For the interpretation and compliance of this Agreement, the parties submit themselves to the jurisdiction of the Courts of the United States, and to the dispositions of the corresponding U.S. Laws, waiving as of now any other rights which may pertain to them as a consequence of their current or future place of business, or their nationality.

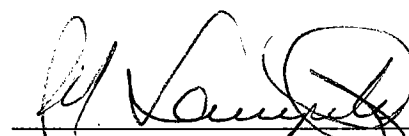
After having been read this document by the parties involved and in full knowledge of its legal consequences, they execute and freely ratify same for the recordal in the files of THE TRADEMARKS Registration, on this 09 day of December, 2004.

LICENSOR  
HILOS Y MARCAS, S.A. DE C.V.



Mr. Jaime Sampietro Claraco  
Legal Representative

LICENSEE  
OMEGA DISTRIBUIDORA DE HILOS, S.A. DE C.V.



Mrs. Marina Sampietro Claraco  
Legal Representative

ENCLOSURE "A"

Trademark	Class	Registration No.	Registration Date
DIAMANTE	23	1,310,111	December 18, 1984
OMEGA	23	1.385.256	March 04, 1986
TAMM	23	1,025,758	November 25, 1975
ESTILO	23	1,354,137	August 13, 1985
CHIC	23	1,384,349	February 25, 1986
T TAMM & Design	23	1,394,913	May 27, 1986
CAN CUN	23	1,472,336	January 18, 1988
SUAVI TAMM	23	1,479,674	March 08, 1988
TRENZI	23	1,623,732	November 20, 1990
EMILY'S & Design	23	2,788,541	December 02, 2003
PERLA	23	2,690,351	February 25, 2003

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